[translation of court ruling]

SVEA COURT OF APPEAL
Department 08
Division 0801

Case no.
B 5291-06

RULING
December 19, 2007
Stockholm

APPEALED DECISION
Ruling issued on May 24, 2006 by the Stockholm District Court in case B 8413-03, see appendix A

PARTIES (number of plaintiffs 1)

Complainant and counterparty (Prosecutor)
Christer van der Kwast
Riksenheten mot korruption

Complainant and counterpart (Plaintiff)
Lars-Eric Petersson, 500621-2939
81 Earls Court Road
W8 6EF London
England

Legal counsel: Torgny Wetterberg and Christer Brantheim, Attorneys at Law
Box 14055
104 40 Stockholm

MATTER
Gross breach of trust

COURT OF APPEAL'S RULING

1. The Court of Appeal changes the District Court's ruling in such way that the Court of Appeal

a) also invalidates the charges regarding gross breach of trust (indictment point 1),
b) reverses the District Court's order on the obligation to pay a fine to the so-called victims of crime fund, and
c) sets the amount that Lars-Eric Petersson is awarded from public funds as

compensation for legal costs in District Court, at SEK 1,167,198.

2. The District Court's order for seizure shall no longer be valid. Seizure is withdrawn.

3. Lars-Eric Petersson is awarded compensation from public funds in the amount of SEK 1,050,252 for legal costs in the Court of Appeal.

[text omitted]

THE COURT'S FINDINGS

The indictment against Lars-Eric Petersson for gross breach of trust is based on the presupposition that a) the cap that amounted to a maximum of SEK 300 million for the outcome of the Wealthbuilder incentive program during the years 1998-99 also remained after the decision by Skandia's board (and documented in the board minutes) on January 23, 2000, whereby the program was extended and b) that the cap was not removed thereafter before Lars-Eric Petersson signed Appendix 3 in December 2000.

Lars-Eric Petersson's position is that the board removed the cap for Wealthbuilder before he signed Appendix 3. He has also, in other respects, reported on the same position to the indictment as he did in District Court.

In this case it is undisputed that the board did not expressly remove the cap for the outcome for the years 1998-99, neither through its decision on January 23, 2000, nor in any other decision issued in writing. However, this does not necessarily mean that the cap remained. For it cannot be ruled out that the decision to extend the program had the tacit purport that the cap had nevertheless been removed. And it could also be argued that the board, through its actions after January 23, 2000, de facto made such a decision.

The first issue that the Court of Appeals must decide on is therefore if the cap still applied when Lars-Eric Petersson signed Appendix 3. If this was not the case, the

indictment shall be invalidated. Conversely, it would be natural in the next step of the consideration to study if Lars-Eric Petersson's intention covered this circumstance, i.e., if he signed Appendix 3 knowing that the cap remained, or at least if he can be considered to have been unconcerned as to whether this was the case. And if the Court of Appeals were to find that his intent covered the circumstance now at hand, it remains to be judged whether punishable actions were made and if Lars-Eric Petersson also had intent with respect to these circumstances.

As the District Court has expounded upon at length in its ruling, it is the prosecutor's duty to prove beyond a reasonable doubt the presence of all actual circumstances that are required in order for Lars-Eric Petersson to be able to be punished for the indicted act and that these were also covered by his intention.

In the opinion of the Court of Appeal, in order to be able to take a position on the matter of the purport of the decision to extend the program and the subsequent actions of various senior executives in the Skandia group (Skandia) and the auditors, it is necessary to begin by generally recounting the course of events that led to the decision. The course of events has been reported in great detail in the District Court's ruling under the heading CIRCUMSTANCES THAT ARE NOT DISPUTED BY THE PARTIES (pp. 6-24).

The unit linked assurance business run by Skandia, referred to in the District Court's ruling as AFS, had very favorable development in 1999 and up until autumn 2001, and was part of the integrated operations of Skandia that had the greatest significance for the group's dramatic growth in value during the period, with a subsequent rise in the price of Skandia's share price. The AFS business was run, insomuch as it is of interest in this case, through the British subsidiary Skandia Life UK and the American company American Skandia.

During the years 1997–99 an incentive program called Sharetracker was used for a small

number of senior executives in the group, including the top management of AFS. However, due to the strong performance of the AFS operation, dissatisfaction soon grew among the "AFS people" with the outcome of the program, which was perceived to not have reflected the expansion to a sufficient degree. They also felt that the group of beneficiaries under the program was too limited. Since the AFS operations were very important for Skandia's favorable earnings performance and the board saw it as an apparent risk that several key employees would leave the company unless action was taken to address this dissatisfaction, this led to the creation of another incentive program. This came to be known as Wealthbuilder and included some thirty senior executives at AFS. The program was to run from January 1, 1998, through December 31, 1999. The total outcome during the term of the program was limited to SEK 300 million.

In 1999, the business of AFS performed exceptionally well, and by autumn it was already clear for AFS's management that the cap of SEK 300 million for Wealthbuilder had been reached. The lack of an opportunity to have a share in further growth in value during the remaining term of the program created seedbed for renewed dissatisfaction among the AFS people, where voices could be heard calling for the removal of the SEK 300 million cap.

Both Sharetracker and Wealthbuilder were created as temporary incentive programs pending a legislative change what would make it possible for Skandia as an insurance company to introduce a stock option program, and a proposal for such a program was drawn up by Skandia in autumn 1999. At a meeting on January 4, 2000, the board decided to introduce this stock option program under the condition that it was approved by a general meeting of shareholders and to summons an extraordinary general meeting on January 27, 2000, to address this issue. However, as it turned out, a number of Swedish institutional shareholders in Skandia were not prepared to approve the board's proposal for a stock option program. This led to a hastily summoned meeting of the board on January 23, 2000. At this meeting, only Lars Ramqvist and Lars-Eric Petersson were

physically present. Bengt Braun, Pirkko Alitalo and Johan Odfjell were present by phone. In addition to these board members, Ulf Spång and Jan-Mikael Bexhed were physically present. At the meeting, the board preliminarily decided to cancel the extraordinary general meeting and to, if the decision was definite, extend Sharetracker and Wealthbuilder until they could be replaced by a stock option program, however not longer than June 30, 2000.

The final decision to cancel the extraordinary general meeting was made by the board on January 25, 2000, in a conference-call meeting attended by Lars Ramqvist, Bengt Braun, Lars-Eric Petersson, Pirkko Alitalo, Johan Odfjell, Boel Flodgren, Melker Schörling, Ingolf Lundin, Jac Gavatin and Fredrik Löfgren.

A revised proposal for a stock option program was adopted by Skandia's Annual General Meeting on April 5, 2000. This program was to begin on May 15, 2000. As a result, Sharetracker and Wealthbuilder were concluded on May 15, 2000.

The Court of Appeals now goes over to addressing the issue of whether the maximum outcome of Wealthbuilder for the period 1998-99 was limited to SEK 300 million at the time that Lars-Eric Petersson signed Appendix 3. In the minutes of the board meeting on January 23, 2000, under the heading **Stock option program**, the following was recorded, among other things:

Lars Ramqvist began by noting that the board, when it decided on a stock option program for the Skandia group, was guided exclusively by its care to create further value for the shareholders. He also recalled the outstanding performance of Skandia's stock in recent years, both in absolute and relative numbers, and that 80 percent of the group's sales and profit now stem from the U.S. and the UK.

The minutes then recount a relatively detailed report by Lars-Eric Petersson on criticism from certain Swedish institutional shareholders to the proposed stock option program; however, the reactions from the major foreign shareholders were very positive. The

minutes then state that a short discussion followed. On this point they state the following, among other things:

Various alternatives for action in the event the extraordinary general meeting cannot be held as conceived were discussed. The board was in agreement that a new extraordinary general meeting should be avoided and that it would be better to take up the stock option program at the Annual General Meeting on April 5. The board was also in agreement that the incentive programs that expired in 1999 should be extended in such case, suitably until June 30, 2000, when they can be "changed over" to a new stock option program. .-.-.-.-.-Lars-Eric Petersson's view was that the employees concerned in the situation that has arisen would accept such a solution.

The board meeting was thereafter adjourned in order to be resumed somewhat later. It is apparent that during the interim period, Lars Ramqvist and Lars-Eric Petersson held deliberations with representatives from a number of Swedish institutional shareholders and that these were positive to deciding on a stock option program at the Annual General Meeting and that pending the introduction of such a program, that they did not have any objections to the current programs being "rolled further."

The minutes then state the following:

Against the background of what has emerged, the board was in agreement that most indicates that the extraordinary general meeting should be canceled. If this takes place, it will be necessary to handle the information matters to the employees and Skandia's foreign shareholders in a delicate manner.

It was resolved that the decision to cancel the extraordinary general meeting shall be made per capsulam on the morning of January 25, after Lars-Eric Petersson has checked the situation that has arisen with certain key employees in the group.

Further, it was resolved, in the event the extraordinary general meeting is canceled, to extend the incentive programs that expired at year-end 1999 on mutatis mutandis unchanged terms. This applies to .-.-.-.-.-, the special AFS program, and .-.-.-.-.- These are extended until they are replaced by a stock option program, however not longer than June 30, 2000. No overlapping of the extended programs with the new program may take place.

The said programs had the following outcomes (SEK millions):

	1997	1998	1999
-.-.-.-.-.-.-.	.-.-.-.-	.-.-.-.-	.-.-.-.-.-
AFS program	.-.-.-.-	.-.-.-.-	.-.-.-.-
.-.-.-.-.-.-.	.-.-.-.-	.-.-.-.-	.-.-.-.-

The minutes were recorded by Jan-Mikael Bexhed and checked by Lars Ramqvist, Bengt Braun and Lars-Eric Petersson.

In this case it is not disputed that the question of a cap for the outcome of Wealthbuilder was not touched upon whatsoever at the board meetings on January 23 and 25, 2000.

In the Court of Appeal's main deliberations, great attention has been focused on the purport of the wording "on mutatis mutandis unchanged terms" in the minutes from January 23. It has been ascertained that the concept mutatis mutandis was not mentioned during the board meeting, but was used by Jan-Mikael Bexhed when he subsequently drew up the minutes. – The Court of Appeals notes here that in a legal context, the concept is commonly used to express that something takes place "with necessary changes."

In the prosecutor's opinion, this formulation lends support to the claim that the cap for the outcome during the period 1998-99 also remained after the board's decision to extend the program on January 23, 2000. Certain board members also expressed that this was their impression to some extent when questioned in the Court of Appeal. The following can be mentioned as examples. Boel Flodgren has said that the cap of SEK 300 million was to apply for the entire term of Wealthbuilder, i.e., from January 1, 1998, until the expiration of the extension period. Lars Ramqvist and Bengt Braun have for their part said that the cap for the outcome for 1998-99 remained and that a new cap with the same amount applied for the extension period. And Jan-Mikael Bexhed has reported his impression that a strict legal interpretation of the formal documentation regarding the

decision to extend Wealthbuilder, which is recalled in the minutes from the board meetings on January 23 and 25, 2000, leads to the conclusion that there was a cap for the extension period which, in view of the length of the period, amounted to approximately SEK 56 million.

However, they have all been unclear when it comes to the exact purport of the cap. Further, none of the persons who have said that the cap remained could manage to report in any detail how this would solve the problem with the AFS people's dissatisfaction with not receiving a share in the entire growth in value that took place up until December 31, 1999. Rather, they have conveyed the impression that what they subsequently decided should have applied. Added to this is such a situation which, according to Boel Flodgren, would appear to be most improbable, since despite the extension, it would have given the AFS people an opportunity for additional dividends for the remainder of the program's term, since the cap had already been reached in autumn 1999. On the contrary, it would most likely have entailed that key persons would have left the group – something that the decision to extend the program was specifically intended to prevent.

An opposite impression, i.e., that the cap was removed, has been expressed by, among others, Johan Odfjell, who was a member of Skandia's board from the 1998 Annual General Meeting until the 2001 Annual General Meeting. He has stated that for him, in view of how Wealthbuilder was designed, it was obvious that the cap had been removed, especially since the decision to extend the program was said to be of benefit to both the AFS people and the shareholders. He has in a detailed manner elaborated upon his impression based on the view of reality he saw at the time of the decision, and in this context stated the following, among other things: During the period of time concerned in this case, the exceptional growth in the value of Skandia's stock of an estimated seventy to eighty percent was attributable to the international life assurance business of AFS, mostly in the U.S. and the UK. It was most of all talented, ambitious and hard-working employees in these countries who conceptually, operatively and strategically created the

successes. Johan Odfjell has personally worked with several major American international companies with large sales organizations. Like all people, employees in leading positions in such companies have both strong and weak sides. However, one trait that they all share is that they are personally strongly financially motivated and engaged in such a way that if you do not give them a stake in the growth in value that they have helped create, they will move on to another operation that gives them this opportunity. This is common especially in the UK and the U.S. Against this background, for Johan Odfjell it is inconceivable that they would have extended Wealthbuilder in such a way that AFS's management would not have been given the opportunity to receive any growth in value during the next six months. One circumstance which made it entirely clear for Johan Odfjell that the extension took place without setting any cap is that Lars-Eric Petersson was to consult with the foreign senior executives in order to hear if they accepted the solution before the board made a decision on the matter. Nor is there any doubt that the cap was also removed retroactively. In retrospect, it can be said that board should have made an explicit decision on this, but this did not happen. This can be criticized. However, formally such a decision was not necessary. But on the other hand, if the board had concluded Wealthbuilder on December 31, 1999, and thereafter started a new Wealthbuilder program without a cap, this would have required an extensive discussion both in the board and with the beneficiaries on a number of points and also several board decisions. In the event this had happened, it would have been much more important that this course of events was documented in the minutes. This applies not least to changes in the Plan Rules, which would have been a necessary consequence. However, no decision of the kind now discussed regarding Wealthbuilder was made. Johan Odfjell was not contacted by the attorney Otto Rydbeck in the course of this investigation of Skandia.

The written documentation submitted by the prosecutor cites wording – primarily in documents prepared by Skandia's auditors in connection with calculations of the outcome of Wealthbuilder – which indicates that the calculations were made based on the

assumption that the program's cap had been removed, that the outcome exceeds the cap and/or which seeks a decision that the cap had been removed. These formulations would be able to support the prosecutor's claim that the cap remained. However, when the auditors were questioned, they were for the most part unanimous in their explanation that, in their work on calculating the outcome Wealthbuilder after the decision to extend the program, they were certain that the cap had been removed. There formulations have all been intended to express that they were seeking a decision documented in writing that could be appended to the accounting records. It can be noted than none of them followed up the matter and that no such documentation was ever produced. Further, it has been learned that the lack of written documentation in that context was not considered to be such a situation that would result in any remarks by the auditors.

In connection with the testimony of Lars Ramqvist, the prosecutor has referred to a fax addressed to Ramqvist with the date May 15, 2000. In this document, which has page number 2, it is stated that the outcome for Wealthbuilder was SEK 300 million as per December 31, 1999, and SEK 175 million as per May 12, 2000. On this point Lars Ramqvist has explained that on Sunday, May 14, 2000, he stayed in his office late specifically to wait for the document, which he seems to recall that he received from Lars-Eric Petersson. According to the prosecutor, this document supports Lars Ramqvist's testimony that he, still at this point, was under the impression that the outcome of Wealthbuilder as per December 31, 1999, was SEK 300 million, in accordance with the applicable cap.

Lars-Eric Petersson has disputed having knowledge about the information in the document or that he had even seen it. He has submitted proof that he was not in Sweden at the indicated time. Further, he has submitted and referred to a copy of the fax, which according to him shows that it was not sent from the fax machine that he used. Confronted with Lars-Eric Petersson's testimony, Lars Ramqvist has said that he perhaps had the wrong day and that he in all circumstances assumed that the information given to

him from the executive management was correct, regardless of who provided it. –Against the background of the circumstances surrounding this document, in the opinion of the Court of Appeal, this cannot be given any merit as evidence.

In addition, in the course of investigating this case, several circumstances have emerged with respect to the actions after the extension decision by Skandia's board as well as by the various senior executives and auditors – both those elected by the Annual General Meeting and the auditor appointed by the Swedish Financial Supervisory Authority – which to varying degrees speak against the notion that the cap for Wealthbuilder remained when Lars-Eric Petersson signed Appendix 3. As an example of this, it can be mentioned that Tommy Mårtensson, who personally did not have the right to attend meetings of the audit committee, has testified that he asked Jan Birgersson to take up five points at a meeting of the committee on August 8, 2000. One of these was that he wanted to stress that the calculation of the outcome of Wealthbuilder at SEK 400 million was based on the presumption that the program's cap was removed and that he, in accordance with the procedure that was generally applied for important issues prior to a book-closing that was also to be signed by the auditors, wanted a confirmation that the auditors and the committee were in agreement. After the meeting, Jan Birgersson confirmed that such was the case.

To further illuminate what has happened, the Court of Appeal finds reason to specifically report on the information provided by Willem Mesdag, which comes across as being highly credible.

Willem Mesdag was elected to Skandia's board in April 2000. Prior to this, he was active for some time as an attorney and subsequently became a managing director at the investment bank Goldman Sachs, in which capacity he served as an advisor for Skandia, among others, during a large part of the 1990s. This assignment ceased in 1998 when he moved from London to Los Angeles. Two years later he received a request from Skandia,

which was seeking an international board member, to become a director on Skandia's board. He accepted and was elected almost at the same time as a member of Skandia's then newly formed compensation committee. In April 2000 he received information that Wealthbuilder had generated an unusually large outcome as a result of the strong rise in Skandia's share price, and it was proposed that the bonus program's high outcome should be taken up as one of the compensation committee's first items of business. Willem Mesdag, who has major experience with option programs, explained that he wanted to learn about the program's structure and was willing to help find solutions to handle the situation that had arisen. Prior to this first board meeting on May 5, 2000, he requested to first meet with the executive management. On May 4, 2000, he therefore met with Ulf Spång, Ola Ramstedt, Jan-Mikael Bexhed and presumably also Lars-Eric Petersson, among others. He then received information, probably from Ulf Spång, that the outcome of the programs amounted to approximately SEK 800 million, with an essentially equal breakdown between Sharetracker and Wealthbuilder. Further, he learned that there were major differences in the design of the respective programs. Sharetracker was linked to Skandia's share price and could easily be calculated day for day. The outcome of Wealthbuilder was pegged to the embedded value of AFS and was very difficult to calculate. The value could be estimated for a specific period, but the final calculation would require a thorough audit. After his meeting with the management team, he met with corporate attorney Robert Ohlsson, together with Jan-Mikael Bexhed. This meeting was held so that he could ascertain which techniques were permissible under Swedish law to "lock-in" the payments and make these dependent on both a rise and decline in the share price. During this meeting, Robert Ohlsson brought up the memory notes referred to in this case in which the outcomes of Sharetracker and Wealthbuilder were indicated to be SEK 400 million each. On the next day, a compensation committee meeting was held, at which Willem Mesdag, Lars Ramqvist and Bengt Braun were present. The atmosphere at the meeting was very tense. This was mainly because in Sweden a lot of criticism had been expressed about high bonuses paid to top management. They had received information from Ulf Spång that the outcome of Sharetracker and Wealthbuilder could

together be estimated to be SEK 800 million, with an equal breakdown between the programs. This was a big problem. Willem Mesdag had an interest in getting involved in this for several reasons. As a new director he wanted to be as helpful as possible and felt that with his major experience, he could provide expertise and an objective view in the work on finding the best possible solution in a difficult situation. However, he was clear to point out that it was the previous board that had the responsibility for this situation arising. He asked the question in the compensation committee if there was any cap for Wealthbuilder and received a negative answer. In his view, removing the cap for Wealthbuilder and extending the program were the same thing, since the intention of the extension was to placate the AFS employees in their dissatisfaction for not receiving a share in the additional growth in value that had been generated in AFS in 1999 after the bonus cap had been reached. If the cap had remained for the program's original term, an interim valuation would have been necessary to be able to calculate the outcome for the extension period. Such a valuation was performed as per December 31, 1998, but not at the end of 1999. The necessary calculations are very complicated, and the result of these is then the subject of negotiations between the parties and lead to a revised proposal. The extension of Wealthbuilder was made as compensation to the AFS employees because the promised stock option program had been delayed. The beneficiaries were not willing to negotiate, and the compensation committee felt that there was no other way to reduce the payments. This was reported to the board. Willem Mesdag was not contacted by attorney Otto Rydbeck in connection with his investigation of Skandia. This surprised him, especially since he was Vice Chairman of Skandia as from March 2001 and probably the board member who was the most knowledgeable in these matters.

Lars Ramqvist and Bengt Braun have both denied having said to Willem Mesdag that the cap for Wealthbuilder had been removed. Even if the Court of Appeals, as previously mentioned, has found reason to question their recollection regarding the cap, it cannot be considered solely through Willem Mesdag's testimony against their express denials that the cap had been removed. However, it is entirely clear that in May 2000 Willem Mesdag

was convinced that this was the case.

The prosecutor has not claimed in the case that any reconciliation was done as per December 31, 1999, regarding the financial documentation that was required to calculate the outcome of Wealthbuilder, neither at that point nor as a starting point for calculating the outcome of the extension period. On the contrary, in the Court of Appeal's opinion, the investigation gives a clear picture that everyone in the group who participated in the work on calculating the outcome of the program made calculations under the assumption that the cap had been removed and that the calculation was to be made as a whole for the period from January 1, 1998, until the day the program was concluded, i.e., May 15, 2000.

It has also become clearly apparent in the investigation that the calculations of the outcome were handled openly in Skandia's management and on a number of occasions were also subject to treatment by the audit committee and the board of directors, including in connection with the production of the first quarter interim report in 2000 and the subsequent half-year report and annual report for 2000. The calculations presented in spring 2000 showed that the outcomes for Sharetracker and Wealthbuilder together would be estimated at approximately SEK 800 million. In the view of the Court of Appeal, it is clear in any case that Ulf Spång, Jan-Mikael Bexhed and Willem Mesdag knew that SEK 400 million of the amount was attributable to Wealthbuilder. In other words, this amount was the calculated extra outcome that the beneficiaries of Wealthbuilder would be credited as a result of the extension decision. The notion that Lars Ramqvist, who was chairman of the audit and compensation committees, would not have been aware of this comes across as remarkable. It is also surprising that Jan-Mikael Bexhed, who was secretary to the board of directors and of the audit committee, did not take note of and react to the amount – this especially in view of his impression that there was a cap of SEK 56 million for the extension period. In any case, information on the calculated outcome was available to all board members and others. – In this context, the

Court of Appeal wants to further assert that no one who has submitted testimony in this case has said at any time before Lars-Eric Petersson signed Appendix 3, or even before the bonus outcomes captured the interest of the mass media, that they had the impression that the cap remained in any form after the extension decision.

As the District Court reported in detail in its ruling (p. 31), in the 1999 annual report it was stated, which was discussed at a board meeting on March 7, 2000, that Wealthbuilder originally covered the period 1998-99 and the cost for the program was "charged" against 1999 in the amount of SEK 300 million, and that the program had been extended and will continue to run until further notice. The District Court has, after having conducted reasoning that the wording "charged" in the production of the annual report had come to replace the wording "the cost for the program was," found that the formulation and what preceded it did not lend support to the claim that the board, on January 23, 2000, removed the cap for the period 1998-99. However, in the view of the Court of Appeals, the wording does not rule out the possibility that either this actually happened or the board, through its subsequent action, de facto removed the cap.

Note 44 of the 2000 annual report is also of interest here, which states: "In the long-term savings business unit there was a special bonus program for the years 1998 to May 15, 2000. An amount of SEK 300 million has been charged against the result in previous years, and SEK 339 million has been charged against 2000." In the view of the Court of Appeal, it should be clear for anyone reflecting over this formulation that an outcome of SEK 339 million could not possibly be attributable to the slightly longer than four months of the extension period, but was calculated based on the presupposition that the cap for the program's original term no longer applied. The annual accounts are signed by the board members. Granted, this took place after Lars-Eric Petersson signed Appendix 3. However, it has not emerged in the investigation or even been claimed that the board's signing of the annual report or the wording of the note was in any way influenced by Lars-Eric Petersson's signing of Appendix 3.

As far as the investigation has shown, Lars-Eric Petersson did not have any direct driving role in the measures that were taken in the Skandia group as a result of the AFS people's dissatisfaction with the fact that the cap of Wealthbuilder prevented them from fully receiving their share in AFS's total growth in value during the program's original term. This also applies for his participation in the course of events that ensued as a result of the postponement of the stock option program. No one who has testified in the case has claimed that there is anything that could be credible to allege that Lars-Eric Petersson – as the prosecutor as asserted – had the intent to "go behind the board's back" and without its consent remove the cap for Wealthbuilder. It also deserves mention that Lars-Eric Petersson, for his own part, did not stand to receive any economic gain from the removal of the cap, since he was not included in Wealthbuilder. Rather, the investigation has shown that there was opposition between Lars-Eric Petersson and the person who had the most to gain from this happening, namely, Jan Carendi. In the view of the Court of Appeal, what has emerged in this case about Lars-Eric Petersson's part in the course of events does not indicate anything else than that his actions were steered by how he perceived the board's documented decision and actual actions. Evidence is also lacking entirely that would be able to suggest that, in his actions, he was unconcerned with respect to the issue of whether the cap remained or not.

The conclusion of the Court of Appeals deliberations is that Lars-Eric Petersson's own testimony, along with the evidence cited by him in the case, emphatically indicates that the cap was de facto removed already through the board's decision on January 23, 2000, or in any case through that decision together with the board's action in the continued course of events that preceded Lars-Eric Petersson's signing of Appendix 3. The prosecutor's investigation on this part does not warrant any other assessment. This means that the prosecutor has not succeeded in proving his allegation that the cap for the outcome of Wealthbuilder was in place when Lars-Eric Petersson signed Appendix 3. The indictment shall already on this ground be invalidated.

Since Lars-Eric Petersson is entirely acquitted in this case, he is entitled to compensation from public funds for his legal costs both in District Court with respect to the part of the case in which he was found liable and in the Court of Appeal – all to the extent that the costs have been reasonably justified for him to exercise his rights.

In District Court, Lars-Eric Petersson demanded compensation of SEK 1,167,198 including value added tax. Of this amount, SEK 1,160,198 pertained to fees to his defender and assistants, and SEK 7,000 to compensation to Jan Birgersson for travel costs. According to the cost specification, an estimated one-fifth of the costs for the defender and his assistants pertained to point 2 of the indictment. The District Court found that Jan Birgersson's testimony practically exclusively was of significance for its assessment of indictment point 1 and that compensation therefore could not be made for the cost in that respect. With respect to the costs attributable to indictment charge 2, the District Court awarded him compensation equivalent to one-fifth of the defense cost, i.e., SEK 232,040. Thus of the amount claimed in District Court, the court must take a stand on the remaining amount of SEK 1,167,198 – 232,040 = SEK 935,158, of which SEK 928,158 for defense fees and SEK 7,000 for witness testimony.

In the Court of Appeal, Lars-Eric Petersson has demanded compensation from public funds for legal costs of SEK 1,050,252. Of this amount, SEK 1,024,452 pertains to fees for Torgny Wetterberg and Christer Brantheim, and SEK 25,800 witness testimony: SEK 10,000 for Ulf Spång, SEK 6,000 for Allan Olivey, and SEK 9,800 for Mike Evans.

The Court of Appeal finds that, in view of the nature and scope of this case, the compensation demanded by Lars-Eric Petersson, both from District Court and the Court of Appeal, is reasonable.

Unanimous decision.